

**MEMORANDUM OF AGREEMENT AS OF THIS 26th DAY OF NOVEMBER 2024
BETWEEN LOCAL 411 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED
CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA (THE
“UNION”) AND THE CANADIAN MEDIA PRODUCERS ASSOCIATION (“CMPA”,
COLLECTIVELY WITH THE UNION THE “PARTIES”) IN CONNECTION WITH
CHANGES TO THE COLLECTIVE AGREEMENT (THE “AGREEMENT”)**

This Memorandum of Agreement reflects the complete understanding reached between the Parties. As soon as practicable and subject to ratification as per the practices of the Parties, this Memorandum of Agreement will be reduced to formal contract language, where necessary, for inclusion into the 2025-2027 Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2024 are renewed and/or modified subject to the following:

Union Proposals

(1) General Rate Increase:

- For all classifications, except Craft 6 Hour Call (BG or Driver) and Honeywagon Operators: 0% on the effective date of the Agreement; 5% effective January 1, 2026; and 3.5% effective January 1, 2027.
- For Craft 6 Hour Call (BG or Driver) and Honeywagon Operators: 5% on the effective date of the Agreement; 5% effective January 1, 2026; and 3.5% effective January 1, 2027.

(2) The Parties agree to make the following modifications to the Agreement in accordance with the Union’s Proposals (including Union Revisions and CMPA Counter Proposals):

(A) **Article 7(j) – Union Personnel** – *Amend Article 7(j) as follows in accordance with CMPA Counter Proposal #2 to Union Proposal #1 (November 26, 2024):*

ARTICLE SEVEN

Union Personnel

(j) The Union will designate one (1) crew representative on each specific production. The crew representative will be responsible for assisting with issues such as Health and Safety, and Equity, Diversity and Inclusion. The designated crew representative shall have one dollar (\$1.00) added to their basic hourly rate when the designated crew representative has completed both joint health and safety training and at least one of crew rep training or diversity and inclusion training.

(B) **Article 8(b) – Shifting the Work Week** – *Amend Article 8(b) as follows in accordance with Union Proposal #2 (November 25, 2024):*

ARTICLE EIGHT

Hours of Work and Work Week

(b) Shifting the Work Week

Once every three (3) weeks, or more frequently when agreed by the Union and the Producer, the Producer may shift a Member's work week, without incurring extra costs, by doing either of the following:

(i) shift the work week forward by one (1) or two (2) days by adding one (1) or two (2) days off consecutive with the seventh (7th) day off of the regular work week, provided that each additional day off shall include an additional twenty four (24) hour rest period. If work is performed on any of the additional days off, the rate of pay shall be that of a seventh (7th) day of work.

(ii) shift the work week back by one (1) day, by changing the seventh (7th) day of the regular work week to the first (1) day of the shifted work week, provided that the sixth (6th) day of the regular work week is a day off and provided that a thirty-four (34) hour rest period applies. If work is performed on the day off, the rate of pay shall be that of a seventh (7th) day of work.

~~Members shall be given no less than three (3) working days' notice of the shift. Notice of shifting a work week, with respect to Members working under this Agreement, shall be the same as applicable to technicians, who represent such positions as gaffers, grips, etc., and who are engaged on the production.~~ In no event may the Producer shift the work week to avoid paying for an unworked holiday. The work week during pre-production may be different than the work week of production.

Should the Producer enter into a variance with the applicable technician's union on terms and conditions affecting shifting the work week, the Union shall be provided with notice, in writing, by the Producer, within forty-eight (48) hours upon finalizing such agreement.

The change in work week from pre-production to production shall not be considered a shift. However, it is agreed and understood that there shall be a minimum of one (1) day off between pre-production and production. The rest period for this day off shall be thirty-four (34) consecutive hours free from work. If work is performed on that day, the rate of pay shall be that of a seventh (7th) day of work.

(C) Article 11 – Holidays – Amend Article 11 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #4 (November 25, 2024):

ARTICLE ELEVEN

Holidays

(a) The following days are recognized as paid Statutory Holiday days off and, as such, there shall be no deduction from the weekly rate:

New Years Day

Family Day

Good Friday

Victoria Day
Labour Day
Boxing Day

Canada Day
Thanksgiving Day

Civic Holiday
Christmas Day

National Day for Truth and Reconciliation is recognized under this Agreement as a Proclaimed Holiday. Should the National Day for Truth and Reconciliation be declared a statutory holiday by the Ontario provincial government, it will be recognized as a Statutory Holiday under this Agreement.

When a Proclaimed Holiday falls on a Member's scheduled workday and is not worked, a Member who works the scheduled workday before and the scheduled workday after the Proclaimed Holiday will get paid the minimum daily call for the Holiday. This shall not apply to a Proclaimed Holiday that occurs within a hiatus period.

Any other day declared a statutory holiday by the Ontario provincial government will be recognized as a Statutory Holiday under this Agreement.

(b)-(d): *Status quo.*

(e) When a Statutory ~~or Proclaimed~~ Holiday falls on a Member's normal day off, generally free from work, the next regular work day shall be deemed to be the Holiday and subject to payment for work as stated in Article 11(b) and (c) above.

(f)-(h): *Status quo.*

(D) Article 12 – Remittances and Deductions – Amend Article 12 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #5 (November 26, 2024) and CMPA Counter Proposal #3 to Union Proposal #18 (November 26, 2024):

ARTICLE TWELVE

Remittances and Deductions

In addition to the remuneration payable under this Agreement, the Producer shall:

(a): *Status quo.*

(b) Pay on behalf of each Craftservice Provider an amount equal to ~~three percent (3%)~~ four percent (4%) of their total wages or ~~three and one-half percent (3.5%)~~ four and one-half percent (4.5%) for Craftservice Providers on tier A and tier B level productions, and pay on behalf of each Honeywagon Operator an amount equal to two percent (2%) of their total wages and six dollars (\$6.00) per day worked as retirement benefits. The Producer shall forward this payment directly to the Union on a monthly basis with a complete remittance breakdown.

(c) Deduct from each Craftservice Provider an amount equal to ~~three percent (3%)~~ four percent (4%) of their total wages or ~~three and one-half percent (3.5%)~~ four and one-half percent (4.5%) for Craftservice Providers on tier A and tier B level productions, and deduct from each Honeywagon Operator an amount equal to two percent (2%) of their total wages as retirement benefits. The Producer shall forward this deduction directly to the Union on a monthly basis with a complete remittance breakdown.

(d) *Status quo.*

(e) Pay on behalf of each Member an amount equal to one half percent (1/2%) of their total wages from [the *Effective Date of the Agreement*] to December 31, 2025 and an amount equal to one percent (1%) of their total wages from January 1, 2026 to December 31, 2027 as contribution to the IATSE Local 411 Training, Safety and Admin fund. The Producer shall forward this payment directly to the Union on a monthly basis with a complete remittance breakdown.

(f): *Status quo.*

(g): *Status quo.*

Summary of remittances pursuant to Article 12 (a), (b), (d) and (e):

Craftservice Providers
Effective: February 2, 2022 — December 31, 2024 [*Effective Date of the Agreement*] —
December 31, 2025

Tier	Vacation Pay	Health and Welfare	Retirement	Training, Safety & Admin	Total
A	4%	6%	3.5% <u>4.5%</u>	0.5%	14% <u>15%</u>
B	4%	5.5%	3.5% <u>4.5%</u>	0.5%	13.5% <u>14.5%</u>
C	4%	5%	3% <u>4%</u>	0.5%	12.5% <u>13.5%</u>
D	4%	5%	3% <u>4%</u>	0.5%	12.5% <u>13.5%</u>
E	4%	4.5%	3% <u>4%</u>	0.5%	12% <u>13%</u>
F	4%	4.5%	3% <u>4%</u>	0.5%	12% <u>13%</u>

Craftservice Providers
Effective: January 1, 2026 – December 31, 2027

<u>Tier</u>	<u>Vacation Pay</u>	<u>Health and Welfare</u>	<u>Health and Welfare Daily Flat \$</u>	<u>Retirement</u>	<u>Training, Safety & Admin</u>	<u>Total</u>
<u>A</u>	<u>4%</u>	<u>6%</u>	<u>\$3.00</u>	<u>4.5%</u>	<u>1%</u>	<u>15.5% + \$3/day</u>
<u>B</u>	<u>4%</u>	<u>5.5%</u>	<u>\$3.00</u>	<u>4.5%</u>	<u>1%</u>	<u>15% + \$3/day</u>
<u>C</u>	<u>4%</u>	<u>5%</u>	<u>\$3.00</u>	<u>4%</u>	<u>1%</u>	<u>14% + \$3/day</u>
<u>D</u>	<u>4%</u>	<u>5%</u>	<u>\$3.00</u>	<u>4%</u>	<u>1%</u>	<u>14% + \$3/day</u>
<u>E</u>	<u>4%</u>	<u>4.5%</u>	<u>\$3.00</u>	<u>4%</u>	<u>1%</u>	<u>13.5% + \$3/day</u>
<u>F</u>	<u>4%</u>	<u>4.5%</u>	<u>\$3.00</u>	<u>4%</u>	<u>1%</u>	<u>13.5% + \$3/day</u>

Honeywagon Operators
Effective: February 2, 2022 – December 31, 2024 [*Effective Date of the Agreement*] –
 December 31, 2025

<u>Tier</u>	<u>Vacation Pay</u>	<u>Health and Welfare %</u>	<u>Health and Welfare Daily Flat \$</u>	<u>Retirement</u>	<u>Retirement Daily Flat \$</u>	<u>Training, Safety & Admin</u>	<u>Total</u>
<u>A</u>	<u>4%</u>	<u>6%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>0.5%</u>	<u>12.5% + \$12/day</u>
<u>B</u>	<u>4%</u>	<u>5.5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>0.5%</u>	<u>12% + \$12/day</u>
<u>C</u>	<u>4%</u>	<u>5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>0.5%</u>	<u>11.5% + \$12/day</u>
<u>D</u>	<u>4%</u>	<u>5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>0.5%</u>	<u>11.5% + \$12/day</u>
<u>E</u>	<u>4%</u>	<u>4.5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>0.5%</u>	<u>11% + \$12/day</u>
<u>F</u>	<u>4%</u>	<u>4.5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>0.5%</u>	<u>11% + \$12/day</u>

Honeywagon Operators
Effective: January 1, 2026 – December 31, 2027

<u>Tier</u>	<u>Vacation Pay</u>	<u>Health and Welfare %</u>	<u>Health and Welfare Daily Flat \$</u>	<u>Retirement</u>	<u>Retirement Daily Flat \$</u>	<u>Training, Safety & Admin</u>	<u>Total</u>
<u>A</u>	<u>4%</u>	<u>6%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>1%</u>	<u>13% + \$12/day</u>
<u>B</u>	<u>4%</u>	<u>5.5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>1%</u>	<u>12.5% + \$12/day</u>
<u>C</u>	<u>4%</u>	<u>5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>1%</u>	<u>12% + \$12/day</u>
<u>D</u>	<u>4%</u>	<u>5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>1%</u>	<u>12% + \$12/day</u>
<u>E</u>	<u>4%</u>	<u>4.5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>1%</u>	<u>11.5% + \$12/day</u>
<u>F</u>	<u>4%</u>	<u>4.5%</u>	<u>\$6.00</u>	<u>2%</u>	<u>\$6.00</u>	<u>1%</u>	<u>11.5% + \$12/day</u>

(E) **Article 15 – Travel and Accommodation** – Amend Article 15 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #7 (November 25, 2024):

ARTICLE FIFTEEN

Travel and Accommodation

(a)-(d): *Status quo.*

(e) With prior written approval from the Producer, and when a shuttle is not offered to the Member, any Member choosing to use their personal vehicle for work related purposes when working outside of the Studio Zone, including transporting themselves to and from the edge of the Studio Zone to a location outside the Studio Zone, will be compensated at the rate of ~~thirty-five (35)~~ forty-two (42) cents per kilometer. Alternatively, the Producer may elect to provide the Member with a flat rate of thirty-five dollars (\$35.00) per day. For clarity: Members are not required, nor expected, to use their personal vehicle for work related purposes, including travelling to a location outside the Studio Zone.

(F) **Article 20 – Health and Safety** – Amend Article 20 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #8 (November 25, 2024):

ARTICLE TWENTY

Health and Safety

(a)-(e): *Status quo*.

(f) The Producer will make menstrual products available to Members on set at no cost. The Producer will provide an appropriate container for the disposal of menstrual products.

(g) A Member may request accommodation for breastfeeding and/or pumping by giving reasonable advance written notice of the accommodation request to the Producer or their designate. Upon receiving the Member's written accommodation request, the Producer will comply with its duty to accommodate in accordance with the Ontario *Human Rights Code*.

(G) **Article 21 – Paid Sick Leave** – *Amend Article 21 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #9 (November 25, 2024):*

ARTICLE TWENTY – ONE

Paid Sick Leave

If any Member suffers an injury or any illness, or there is an injury or illness to a “family member” (as defined under Ontario provincial employment standards legislation for the purposes of family responsibility leave), after the engagement commences, which prevents the Member from performing duties, the Producer shall pay the Member’s contracted compensation for ~~the first one day of injury or illness one time per Production~~ per twelve (12) week period of engagement. The Member shall report any illness or injury to the Producer as soon as possible so adequate replacement may be made, if necessary. For clarity, all unused paid sick days shall be eliminated at the conclusion of the Member’s engagement and shall not be carried over or paid out to the Member.

(H) **Article 25 – Term** – *Amend Article 25 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #10 (November 25, 2024):*

ARTICLE TWENTY - FIVE

Term

(a) The Agreement shall come into effect on ~~February 2, 2022~~ [the later of the date of full ratification of the Agreement or January 1, 2025] and shall expire on December 31, 2027, 2024, and it shall be automatically renewed from year to year thereafter unless written notice of intention to bargain or amend is given to the other party, within ninety (90) days of the expiry date of the Agreement (or its anniversary).

(b) This Agreement applies to all Productions that open a production office on or after the effective date.

(I) Article A2.03(b) – Craftservice Daily Call Dispatch System – Amend Article A2.03(b) as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #11 (November 26, 2024):

A2.03 Craftservice Daily Call Dispatch System

(b) With respect to the rotating surname basis, the Union will dispatch qualified and available Craftservice Providers by going through the list of Craftservice Providers who make themselves available to the Union each day in advance of work. Consistent with the pattern noted above, the call stewards will place the day's daily calls by starting with the surname that alphabetically follows the last daily call placed in this manner on the previous day. This process will continually cycle through the list alphabetically. Should a Craftservice member not be available or eligible for engagement the call steward system will carry on to the next name on the list. When the Union dispatches permittees, it will do so on the a rotating surname basis, however of the Producer or the Producer's designate, who is not a representative of the Craftservice company, ~~having been granted shall have the right of first refusal to "name-hire" one permittee such permittees. Should the Producer or the Producer's designate decline such name-hire, the Union may dispatch permittees as it chooses, subject to the requirement that the method of dispatch not be seniority-based.~~

(J) Article A2.11 – Craftservice Provider Working in a Higher Classification – Amend Article A2.11 as follows in accordance with Union Proposal #12 (November 25, 2024):

~~A2.11 A Craftservice Provider who is assigned for a period of four (4) or more consecutive hours to a higher paying job classification than the classification for which the Craftservice Provider was engaged shall receive the rate of remuneration for the higher classification for the day on which the Craftservice Provider performs such duties. For clarity, a Craftservice Provider will revert to their regular job classification the day following any upgrade unless notified to the contrary by the Producer or the Producer's duly authorized representative.~~

No Craftservice Provider shall be required to perform the duties of a higher rated classification without first being upgraded. If a Craftservice Provider (key or assist) is away from set during work hours, the Craftservice Provider must be replaced by a Craftservice Provider upgraded to the Craftservice Provider's status. The upgrade will be in effect only for time worked in the higher rated classification.

(K) Article A3.01 – Craftservice Provider Hours of Work – Amend Article A3.01 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #13 (November 26, 2024):

Article A3

CRAFTSERVICE PROVIDER HOURS OF WORK

A3.01 The normal working day shall be up to ~~fourteen (14)~~ thirteen (13) consecutive hours of work inclusive of meal breaks. The Craftservice Provider shall be paid for all time worked from the time they report as and wherever directed, until they are released from work. For greater clarity, a Craftservice Provider who is requested by the Producer to pick up and drive a vehicle to a location shall be paid from the time they pick up the vehicle to the time they return the vehicle or return to their start work location.

(L) **Article A3.02 – Overtime** – *Amend Article A3.02 as follows in accordance with CMPA Counter Proposal #3 to Union Proposal #14 (November 26, 2024):*

A3.02 Overtime

Work during the fourteenth (14th), fifteenth (15th) and sixteenth (16th) hour shall be paid at two (2) times the applicable daily rate divided by ten (10) (i.e. contracted daily rate /10 hours x 2). Work after the sixteenth (16th) hour shall be paid at three (3) times the applicable daily rate divided by ten (10) (i.e. contracted daily rate /10 hours x 3).

(M) **Article A3.03 – Turnaround** – *Amend Article A3.03 as follows in accordance with Union Proposal #15 (November 25, 2024):*

A3.03 Turnaround

The Craftservice Provider shall be given at least ten (10) hours off between the conclusion of one (1) shift and the commencement of their next shift (“turnaround”). Also, a Craftservice Provider shall be given at least ~~fifty (50)~~ fifty-two (52) hours off as weekend turnaround, based on a five (5) day work week.

Where the Craftservice Provider works six (6) consecutive days in a work week, there shall be a continuous thirty-four (34) hour rest period which includes the ten (10) hour turnaround above (“weekend turnaround”).

When the sixth (6th) day worked occurs on the seventh (7th) day of the regular work week, there shall be a continuous thirty-four (34) hour rest period between the end of the shift on the fifth (5th) day and the commencement of the shift on the seventh (7th) day of the work week.

(N) **Article A4 – Craftservice Provider Meals** – *Amend Article A4 as follows in accordance with Union Proposal #16 (November 25, 2024):*

Article A4

CRAFTSERVICE PROVIDER MEALS

A4.01 (a) Craftservice Providers are to receive a sixty (60) minute meal period, which shall be taken together, where possible, with the shooting crew or transportation department and is included in the paid consecutive hours of work as provided for in Article A3.01. In no event shall the meal period be less than thirty (30) minutes.
(b) Second and subsequent meal periods shall be no less than thirty (30) minutes and no more than sixty (60) minutes in duration, taken together, where possible, with the shooting crew or transportation department.

(c) In any event, a Craftservice Provider is entitled to a meal break after eight (8) hours after their individual call time. If the first meal is not available the Producer shall pay to the Craftservice Provider ~~Seventeen Dollars and Fifty cents (\$17.50)~~ twenty dollars (\$20.00). If the second meal is not available within eight (8) hours of the completion of crew lunch, the Producer shall pay to the Craftservice Provider twenty dollars (\$20.00). There shall be a meal penalty for each missed meal break with a daily cap of ~~thirty seven forty dollars (\$37.50)~~ and fifty cents (\$40.00) combined for all meal penalties.

(O) Article A3.04 – Amend Article A3.04 as follows in accordance with CMPA Counter Proposal #3 to Union Proposal #18 (November 26, 2024):

A3.04 (i) Regulatory Compliance Before a Craftservice Provider is directed to move or drive a Craftservice or production vehicle and after the Craftservice Provider has been on duty in excess of the time permitted under the Ontario Highway Traffic Act regulations, an additional Craftservice Provider shall be called, via the Local 411 call steward system, for a six (6) hour call. Such Craftservice Provider shall be paid ~~one half (1/2) of one fifth (1/5th)~~ the 6 hour call applicable weekly rate prescribed in Article A5 per day if required to work six (6) hours or less. In the event the Craftservice Provider is required to work more than six (6) hours, the Craftservice Provider will be paid one fifth (1/5th) the applicable Craftservice Provider weekly rate per day. This Craftservice Provider shall have access to any transportation already provided to and from the location.

(ii) Additional Duties In a manner consistent with past practice, the Producer may elect to call, via the Local 411 Call Steward system, a Craftservice Provider for a six (6) hour call for increased numbers of background performers. When called to work in the case of background performers, the Craftservice Provider may be called to start work in advance of the majority of background performers' call time and the Craftservice Provider may be dismissed at wrap of the majority of background performers. Such Craftservice Provider shall be paid ~~one half (1/2) of one fifth (1/5th)~~ the 6 hour call applicable weekly rate prescribed in Article A5 per day if required to work six (6) hours or less. In the event the Craftservice Provider is required to work more than six (6) hours, the Craftservice Provider will be paid one fifth (1/5th) the applicable Craftservice Provider weekly rate per day. With respect to either Article A3.04 (i) or (ii) above, it is not the intent of the parties to regularly schedule a six (6) hour call. Additionally, these Craftservice Providers may perform duties which are incidental to the purpose of their original call.

CMPA PROPOSALS

(1) The Parties agree to adjust Tier A (with a corresponding change to the upper limit of Tier B), effective January 1, 2025 as follows:

- Theatrical Motion Pictures - \$16,755,636 and over
- Television Motion Pictures - \$12,555,750 and over
- Mini-Series - \$10,060,699 and over
- Television Series (1 hour) - \$2,670,659 and over
- Television Series (1/2 hour) - \$1,609,711 and over
- Serial and Strip Programs (1 hour) - \$1,682,881 and over
- Serial and Strip Programs (1/2 hour) - \$841,440 and over

(2) The Parties agree to increase Tier A by 3% effective January 1, 2026 and 3% effective January 2027.

(3) The Parties agree to adjust all other Tiers as follows:

- a. 3% increase effective on the effective date of the Agreement;
- b. 3% increase effective January 1, 2026;
- c. 3% increase effective January 1, 2027.

(4) The Parties agree to make the following modifications to the Agreement in accordance with the CMPA's Proposals (including CMPA Revisions and Union Counter Proposals)

(A) Article 8(c) – Hiatus – *Amend Article 8(c) as follows in accordance with Union Counter Proposal to CMPA Proposal #1 (November 26, 2024):*

Article 8 (c) Hiatus Periods

The Producer may schedule hiatus periods provided that such hiatus is not longer than the greater of twenty-one (21) calendar days or one (1) week for each six (6) weeks of the production period, and provided that both the Member and the Union have received written notice not less than fourteen (14) calendar days prior to the commencement of such a hiatus period.

(B) Article 13(b) – Security for Wages – *Amend Article 13(b) as follows in accordance with Union Counter Proposal to CMPA Proposal #2 (November 25, 2024):*

ARTICLE THIRTEEN

Security for Wages

(a) *Status quo.*

(b) Notwithstanding (a) above, as security against wages, Producers listed in Schedule "H", or other Approved Producers added during the term of this Agreement, may provide

the Union with a corporate letter of guarantee in the form provided in Schedule “F” on a production by production basis. An Approved Producer shall mean an entity:

(i) that the CMPA confirms by written notice to be a member in Good Standing;

(ii) that has maintained a permanent active entity with established offices and staff for the previous four (4) years, and has produced or financed the production of at least four (4) theatrical motion pictures or twenty-six (26) hours of television under this agreement or its predecessors; and

(iii) that has a good track record for payment of Union Members, excluding minor infractions and *bona fide* disputes.

(c) A Producer may apply for status as an Approved Producer, in which case the Union shall within fifteen (15) days communicate whether status has been denied. If Approved Producer status is denied, the Union shall provide reasons for its decision.

(d) Upon thirty (30) days’ notice to a specific Producer and the Association, with reason given, the Union may at its sole discretion, remove such Producer from Schedule “H”.

(e) Throughout the life of this agreement the Union and the Association may agree to add Producers to Schedule “H”.

(f) When a Producer’s application for Approved Producer status is denied or when the Union provides notice to a Producer that its Approved Producer status is being removed, the Producer shall have recourse to the following appeal procedure:

(i) The Union shall meet with the Producer within five (5) business days of the Producer’s request to appeal the Union’s decision;

(ii) An appeal committee shall be formed that will consist of a representative of the Union and a representative of the Association;

(iii) Should there be no consensus at this meeting, the Producer shall post a cash bond in accordance with Article Thirteen (a) as a gesture of good faith pending the outcome of presenting its case to an independent arbitrator. The Producer may submit the issue to final and binding arbitration pursuant to Article Nineteen (d). Such submission shall be made on written notice to the Union and the Association within ten (10) days of the appeal committee meeting; and

(iv) should the arbitrator rule in the Producer’s favour, the Union will immediately return the cash bond, with interest if applicable and accept a corporate letter of guarantee from the Producer.

(C) Article 18(d) – Force Majeure – Amend Article 18(d) as follows in accordance with CMPA Proposal #3 (November 25, 2024):

ARTICLE EIGHTEEN

(a) - (c): *Status quo*.

(d) If a production is prevented or interrupted by reason of:

- (i) natural causes, such as acts of God, fire earthquake, hurricane, and floods; or
- (ii) emergency governmental regulation or order; or
- (iii) riot, war; or
- (iv) injury to or bona fide illness of a principal cast member or first unit director; or
- (v) such other cause beyond the reasonable control of the Producer.

The minimum guarantee provided for that current week shall be reduced to the extent necessitated by such contingency.

In such circumstances, the Producer shall furnish a statement in writing to the Union as to the reason for the force majeure. If the Union believes the force majeure declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under the grievance procedure of the Agreement.

(D) [NEW] **Article 26 – Letters of Variance** – *Add a new Article 26 to the Agreement as follows in accordance with CMPA Revised Proposal #1 to CMPA Proposal #4 (November 26, 2024):*

ARTICLE TWENTY-SIX - LETTERS OF VARIANCE

(a) The Producer and the Union will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for Members and the competitive position of the Producer.

(b) The Union will review a request from a Producer for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Members. The Union shall make reasonable efforts to respond to a request for modification within three (3) business days of receipt of the request.

(c) The Union is authorized to approve and implement such modifications as it deems necessary and in the best interests of the parties. Any such approved modifications to this Agreement shall be by letter of variance and may be for one Production, for a type of Production, for a specific area, or for a specific period of time. The decision to approve and implement such modifications to the Agreement is within the sole discretion of the Union. The Union's decision to deny a modification to the Agreement is not subject to the grievance procedures under Article Nineteen of the Agreement.

(d) A copy of any letter of variance will be provided to the Producer and the Association.

(E) *The Parties agree to the unpublished sideletter in Appendix A of this Memorandum of Agreement in accordance with CMPA Revised Proposal #2 to CMPA Proposal #5 (November 26, 2024).*

(F) Article B3.02 – Honeywagon Operator Hours of Work – *Amend Article B3.02 as follows in accordance with CMPA Proposal #6 (November 25, 2024):*

B3.02 A Honeywagon Operator may be brought in for a six (6) hour call, paid at half the straight time daily rate, to pick-up/drop-off the Honeywagon to/from the production office and load/unload the Honeywagon with items including but not limited to: office materials, walkie-talkies, fax machines or other electronic devices, cable etc. and clean the Honeywagon and shall exclude movement to the shooting location. Such six (6) hour calls shall not constitute a day of work for the purpose of calculating sixth (6th) or seventh (7th) day premiums.

Where a Honeywagon Operator is required to move a Honeywagon, ~~which is not participating in a shooting unit's day,~~ to or from a shooting location, or works in excess of the six (6) hour call referenced above, the call shall revert to a ten (10) hour call paid at seventy percent (70%) of the applicable daily rate. If a Honeywagon Operator works in excess of ten (10) hours the call shall revert to a fourteen (14) hour call as per Article B3.01 above.

(G) Housekeeping – *The Parties agree to make the following housekeeping change to the Agreement:*

(i) Amend Schedule “H”, List of Approved Producers, to add the following Producers in accordance with Union Counter Proposal to CMPA Housekeeping Proposal (November 25, 2024):

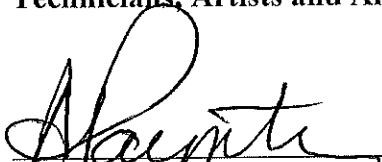
Blumhouse Productions
Cameron Pictures
Lionsgate Canada Inc.
New Metric Media
Sinking Ship Entertainment
Sphere Media

All Corresponding Changes – *The Parties agree to make all corresponding changes necessary to give effect to the agreed to Proposals listed herein.*

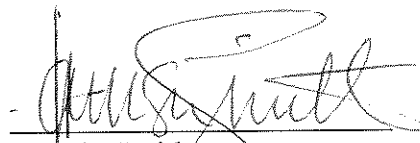
This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the execution and exchange of the counterparts of this Memorandum of Agreement electronically, including by electronic transmission, is enforceable as if the counterparts were executed in original ink copies.

Entered into this 26th day of November 2024.

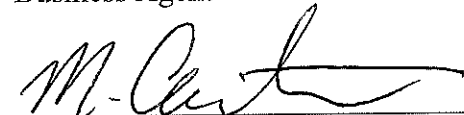
For Local 411 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada:




Anne Paynter
Business Agent



Tamsin Smith




Matthew Carter



Lily Martyn

For the CMPA:



Sean Porter
Vice President, National Industrial Relations
and Counsel

Appendix "A"

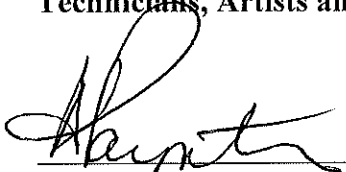
During 2024 negotiations, the Union and the Association discussed the establishment of a New Series Incentive. The Union and the Association have agreed to issue this sideletter prescribing the establishment of an incentive to be provided to Producers as an automatic variance when requested by the Producer. Pursuant to this sideletter, and notwithstanding [NEW] Article 26(c), the Union agrees that it will make the following variance available to Producers:

- For pilots and the first (1st) season of Television Series the wage and remittance (fringes) rates shall be those applicable to the Tier below the tier of the pilot/Television Series (e.g. a pilot/Television Series in Tier A will be subject to the Tier B wage and remittance (fringes) rates.
- The parties agree that any issue of interpretation, application, enforcement, and/or implementation of this unpublished sideletter may be addressed through the filing of a grievance in accordance with Article Nineteen of the Agreement.

This unpublished side letter will be in place for the life of the 2025-2027 Agreement and any extensions or renewals thereof, unless the parties, in writing, mutually agree otherwise.

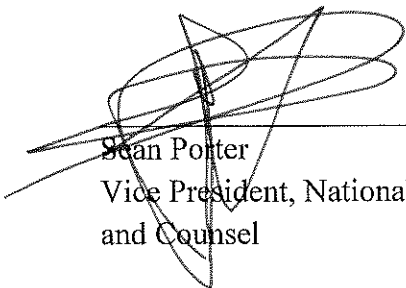
Entered into this 26th day of November 2024.

For Local 411 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada:



Anne Paynter
Business Agent

For the CMPA:



Sean Porter
Vice President, National Industrial Relations
and Counsel